

**GREENSVILLE COUNTY BOARD OF SUPERVISORS**

**AGENDA**

**MONDAY, SEPTEMBER 19, 2016**

**4:00 P.M. – TOUR OF OTTERDAM ROAD AREA**

**4:30 - CLOSED SESSION**

**6:00 P.M. - REGULAR SESSION**

**ITEM NO.      DESCRIPTION**

- I.            CALL TO ORDER – 4:00 P.M. (Tour of Otterdam Road)**
- II.          CLOSED SESSION - Section 2.2-3711 (a) 1) Personnel and 7) Legal Matters (In the Board of Supervisors Conference Room)**
  - A.      Personnel Matters
  - B.      Legal Matters
- III.        RETURN TO REGULAR SESSION**
- IV.        CERTIFICATION OF CLOSED MEETING – Resolution #17-29**
- V.          PLEDGE OF ALLEGIANCE AND INVOCATION**
- VI.        APPROVAL OF AGENDA**
- VII.       APPROVAL OF CONSENT AGENDA**
  - A.      Minutes – See Attachment – F.
  - B.      Budgetary Matters – See Attachment – G.
  - C.      Warrants – See Attachment – H.
  - D.      Resolution #17-31 regarding Personnel Matters resulting from Closed Meeting
- VIII.      PUBLIC HEARING – None**
- IX.        ITEMS WITH APPOINTMENTS – 6:00 P.M.**
  - A.      Drexel Pierce with the Virginia Cooperative Extension Office – See Attachment – I.

**X.           CITIZENS COMMENTS**

**XI.          OTHER MATTERS**

- A.       Transit Services – See Attachment – J.
- B.       Child Advocacy Center – See Attachment – K.
- C.       Boards and Commissions Appointments

**XII.        ADJOURNMENT**

At the Regular Meeting of the Greenville County Board of Supervisors, held on Tuesday, September 6, 2016, with Closed Session beginning at 4:30 P.M. and Regular Session beginning at 6:00 P.M., at the Greenville County Government Building, 1781 Greenville County Circle, Emporia, Virginia.

Present        Peggy R. Wiley, Chairman  
                 Michael W. Ferguson, Vice-Chairman  
                 Dr. Margaret T. Lee  
                 Raymond L. Bryant, Jr.

Chairman Wiley called the meeting to order at 4:30 p.m.

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In Re: Closed Session

Mr. Whittington, County Administrator, stated that Staff recommended the Board go into Closed Session, Section 2.2-3711 (a) 1) Personnel, 5) Business and/or Industry and 7) Legal Matters.

Supervisor Bryant moved, seconded by Supervisor Ferguson, to go into Closed Session, as recommended by Staff. Voting aye: Supervisors Bryant, Ferguson, Lee and Chairman Wiley.

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In Re: Regular Session

Mr. Whittington stated that Staff recommended the Board of Supervisors return to Regular Session.

Supervisor Ferguson moved, seconded by Supervisor Lee, to go into Regular Session. Voting aye: Supervisors Bryant, Ferguson, Lee and Chairman Wiley.

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In Re: Certification of Closed Meeting – Resolution #17-25

Supervisor Ferguson moved, seconded by Supervisor Bryant, to adopt the following Resolution. A roll call vote was taken, as follows: Supervisor Bryant, aye; Supervisor Ferguson, aye and Chairman Wiley, aye.

**RESOLUTION #17-25  
CERTIFICATION OF CLOSED MEETING**

**WHEREAS**, the Greenville County Board of Supervisors has convened a closed meeting on this date pursuant to an affirmative recorded vote and in accordance with the provision of the Virginia Freedom of Information Act; and

**WHEREAS**, Section 2.2-3712 of the Code of Virginia requires a certification by the Greenville County Board of Supervisors that such closed meeting was conducted in conformity with Virginia law:

**NOW, THEREFORE, BE IT RESOLVED** that the Greenville County Board of Supervisors hereby certifies that, to the best of each member's knowledge, (i) only public business matters lawfully exempted from open meeting requirements by Virginia law were discussed in the closed meeting to which this certification resolution applies, and (ii) only such public business matters as were identified in the motion convening the closed meeting were heard, discussed or considered by the Greenville County Board of Supervisors.

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In Re: Approval of Agenda

Mr. Whittington stated that Staff recommended approval of the agenda with no added items.

Supervisor Ferguson moved, seconded by Supervisor Bryant, to approve the Agenda as submitted. Voting aye: Supervisors Bryant, Ferguson, Lee and Chairman Wiley.

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In Re: Approval of Consent Agenda

Mr. Whittington stated that Staff recommended approval of the Consent Agenda.

Supervisor Ferguson moved, seconded by Supervisor Bryant, to approve the Consent Agenda containing the following items. Voting aye: Supervisors Bryant, Ferguson, Lee and Chairman Wiley.

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Approval of minutes from the meeting of August 15, 2016.

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Budgetary Matters consisting of the following: Fund #001 – Journal Voucher #11, in the amount of \$1,698.00; Fund #013 – Appropriations Resolution #17-26, in the amount of \$7.40 and Fund #075 – Appropriations Resolution #17-27, in the amount of \$518.00, all of which are incorporated herein by reference.

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Warrants:

Approval of Accounts Payable for September 6, 2016, in the amount of \$638,111.51

Approval of Payroll for August 31, 2016, in the amount of \$427,525.25  
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In Re: Mr. Joe Lomax, Franklin Residency Administrator with VDOT

Mr. Lomax addressed the Board of Supervisors stating that he would give a few updates regarding some maintenance issues and a few other things that were going on at this time.

He stated that within the past couple of months, Mr. Gunn, Maintenance Supervisor, had sprayed calcium chloride on some of the very few left unpaved roads on the secondary system. He also stated that ditching had been done on Miles Town Road, cutting of multiple intersections for site distances and replacement of a drain pipe on Hwy 58 that was collapsing up near Chatman's Ford Road on the west bound side. He further stated that there was a lot going on at the Greenville/Brunswick area regarding the power plant. Mr. Lomax stated that he had pulled Mr. Gunn out from his normal duties to put down some asphalt in the areas complained about from the citizens. He stated that the asphalt was holding up pretty good at this time due to the heat, temperature and the amount of trucks going through the area. He also stated that he had saw four areas to be addressed and he would like the power plant to know about it and if they could not fix it, then VDOT would handle it. He further stated that crews were putting down surface on Rogers Road, the crews were doing seeding, stabilization, and signing and striping that should be done within the next couple of weeks. He then stated that they had given a date of September 30<sup>th</sup> for the road to be open, so they would continue to push hard on the job with the weather permitting.

Mr. Whittington stated that if the decision makers with VDOT had given the roads the attention that they truly needed at the beginning of the process, a lot of disagreements and heartaches would not have happened as a result of just putting rocks on the road.

Mr. Lomax also stated that VDOT crews had replaced pipe on Route 705 Bell Meadow Drive, performed ditching on Route 697 Watkin Drive, cleaned curb and gutter on Route 301 at Elementary School, cleaned median and shoulders on Route 614 at I-95, cleaned DI's on Route 58, performed daylight operation on signs all over the County, mowed secondary RTES, asphalted on Roughed 603 Fish Road, cleaned sidewalk and curb/gutter on Route 610, fixed broken shoulder with asphalt on Route 627 and worked on maintaining Route 609 Country Club Road. He then stated that they would also be paving Hwy 58 Eastbound at the market and then next summer, they would pave the westbound lanes.

Supervisor Ferguson stated that on the eastbound side near the old Chambliss home, there were two spots by the shed on the highway that kept coming back and needed to be fixed.

Mr. Lomax stated that he had looked at the 301 bridge and the contractor had started on the wall construction again. He stated that they should be resuming work tomorrow. He also stated that the bridge in Nottoway would be under construction because it had limited weight and needed to be replaced. He stated that it was bid out, awarded and in the design phase. He also stated that Mrs. Slate had requested a crosswalk review at Beach Mold & Tool. He further stated that crews were moving along with the construction on the Meherrin Bridges, I-95. He stated that they had excavation going on, have piles ordered and moving forward with the buttlets for Project B. Mr. Lomax stated that there would have to be a lane closure to put in 15 sheet piles that would start on September 7 and that they would be moved out of the road by 5:00 a.m. on September 8.

Mr. Lomas stated that within the next 60 days, VDOT would mill out and repair Route 58W at Route 301 ramp, mill out and repair Route 609 County Club Road, mill out and repair Route 600 Barley Road, replace line of cross drains on Route 600 Beef Road, tar and rock with tar pot on various secondary routes, put stone on the shoulders of Route 301 S. mow median on Route 58 in preparation for growth retardant spray, repair shoulder on route 58W with asphalt, mill and repair Route 301 N. at the 3 Creek Bridge, tree trimming on Route 62 Taylors Mill Road, continue to mow secondary routes and replace various cross drains throughout the County.

Mr. Lomax then asked the Board of Supervisors if they had any questions.

Supervisor Ferguson stated that he had called Kevin in reference to who was checking behind the guys cutting the grass out in the County. Mr. Lomax stated that it was Kevin Gunn, the Superintendent. Supervisor Ferguson stated that they were not cutting to the edge of the pavement and the blades were apparently not sharpened because the grass looked like it had been skipped across here and there, not cut very well. He also asked if VDOT would be cutting back the ditch line any more this year. Mr. Lomax stated yes that it would be done once again before the frost. Supervisor Ferguson stated that several years ago there was a comment that at some point in time, the speed limit on Hwy 58 would be increased to the same speed as it was in Brunswick County from 55mph to 60 mph. Mr. Lomax stated that speed limit was done by a statewide study that caused Brunswick County's limit to be raised to 60 mph.

Supervisor Bryant asked Mr. Lomax to check with Mr. Gunn to see how he was progressing with the list that Mr. Pope had forwarded to him at the beginning of the year because he had not seen much progress.

Supervisor Lee stated that as long as the grass was cut on the secondary roads and Hwy 301, she did not have any other concerns at this time.

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In Re: Mr. Jay Holt, Project manager with Bigge Crane & Rigging Company

Mr. Holt addressed the Board of Supervisors and gave a power point present regarding the heavy haul routes that would be used to deliver equipment to the Dominion Power Plant.

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In Re: Citizens Comments

Mr. Whittington addressed the public stating that anyone wishing to address the Board of Supervisors to please come forward and state their name and address for the record.

Theresa Welch with the Independent Messenger asked Mr. Holt who would be in charge of informing the media regarding the dates of the heavy hauling of equipment. Mr. Holt gave Ms. Welch his card with all his contact information. Ms. Welch stated that it would be posted on the Independent Messenger's Face Book page.

Ms. Deloris Allen addressed the Board of Supervisors stating that she would like to know how things were going to work regarding the broadband that was supposed to be created by the Dominion Power Plant for the County.

Mr. Whittington stated that he did not know that Dominion was creating broadband for everyone. Ms. Allen stated that in the paper, it stated that Dominion being located in our County would be bringing broadband and cellular service.

Mr. Whittington stated that several months ago, the Greenville County Board of Supervisors approved an initiative to see what could be done to improve broadband and cellular phone service. He stated that the task had been given to Mr. Lin Pope, who would be speaking on this issue tonight, along with some other guest speakers, giving a monthly report as to what had been accomplished thus far regarding those two items.

Ms. Allen stated that the residents along Brunswick Road did not want the water extension. She then stated that the residents would either have to pay whether they hooked up to the system or not so she was asking how that would be fair to the residents.

Mr. Whittington stated that this was not a debate and the Board of Supervisors appreciated any questions, comments or complaints she may have. He stated that if a citizens question, comment or complaint was not answered during the meeting, Staff would be getting in contact with her/them to provide an appropriate answer after it was reviewed.

Ms. Allen asked what would be done with the \$8 million that Dominion would be paying for property taxes. Mr. Whittington stated that it would go in to the General Fund for Greenville County to pay the general bills incurred by the County.

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In Re: Cell Phone and Broadband Initiative Monthly Progress Report

Mr. Lin Pope stated that on August 17, County Staff met with Verizon officials at the Verizon's Newport News office that consisted of Carrie Spencer, Verizon Engineering Director;

Marshall Pearsall, Verizon; Catherine Fulkner, Verizon Principal Engineer Regulator/Real Estate; Tim Dykstra, Verizon Director of Operation for Virginia; Katherine Howerton, Greenville County and myself. He stated that Verizon provided Staff with every location that had equipment to provide cellular service, even the areas that they co-equipment located. He also stated that Staff asked that Verizon to identify any site that they would like to develop in the future, in which Staff were provided an intensive list. He further stated that as a County, Staff wanted to make sure that there was nothing on this end that prohibited Verizon or any other cellular provider to develop towers and provide better service. Mr. Pope stated that Verizon informed Staff that the County had one of the better ordinances or special use permit process to move any project along. He stated that the future of towers being located in this area was discussed such as the approval of a tower on Pine Log Road and other proposed sites such as one on Brink Road, Hollyhock Trail, the Claesville area and the Purdy Road area. He further stated that Verizon's budget would be prepared in November but would not take effect until January and at that time Verizon would know how much construction money it would have for projects.

Supervisor Ferguson asked if the funding was not available in November, was there a timeline as to when it would be discussed for this area again. Mr. Pope stated that he felt that Greenville County was very high on the list. Supervisor Ferguson asked what were the alternatives if Verizon's budget did not include constructing a tower for Greenville County. Mr. Pope stated that as a locality, there were no alternatives for this community.

Mr. Whittington requested that Mr. Charlie Grigg with Telpage come forward to answer a few questions. He asked Mr. Grigg if he was familiar with the technology by which Dominion had been receiving internet service. Mr. Grigg stated yes and that they provided internet to Dominion at their site in a multistep phase. He stated that Telpage had fiber at its Pleasant Shade Tower that made it easier to run the fiber from their office to the Pleasant Shade tower by use of microwave. He also stated that once the road was finished and the power lines built, fiber would be put all the way to the site of Rogers Road.

Mr. Whittington asked if the Microwave Technology was a technology that lends itself to a County wide application. Mr. Grigg stated that microwave technology was a point to point deal where really the county wide technology used located on their towers was point to multi-point to serve multiple homes. He also stated that right now microwave technology was expensive to go from a point A to point B for one customer but Dominion and Fluor needed it at the site, so Telpage provided it to them.

Mr. Whittington asked if there were a group of as many as ten residents that wanted internet service in the same kind of technology that Dominion had, could Telpage work out those arrangements with them. Mr. Grigg stated yes and that Telpage had gone in where there were a cluster of customers that were interested and put up a wooden telephone pole made up of a 50ft-60 ft pole and telpage served to that location using a point to point product that would get them from one of their main towers that had fiber to that point and then from there, Telpage would use a multi-point project with sectors. He also stated that with Telpage most of the product point to point sectors were non-line of site or near-line of sight. He further stated that a new product that Telpage had used was to put one sector up in the Low Ground Road pointing back towards Emporia that gave some customers service and they were also getting ready to do Skippers by



putting four sectors up that would help in the future. He then stated that the first time they used the product was in Brunswick and they used the product on the Edgerton tower and received real good results out of it. Mr. Grigg stated that it was a non-line of sight but also a near-line of sight, the reason they could, but of course the near-line of sight was better because they could get more service and not penetrate the trees. He stated that the biggest obstacle with any product in Greenville County, or anywhere like Lake Gaston and Brunswick County was trees.

Mr. Whittington asked Mr. Grigg is the best way to provide internet service by fiber optic cable? Mr. Grigg stated definitely that the fiber was provided to them from two different routes, Northern Virginia and Atlanta. He stated that when it got here, it was distributed out from their towers by fiber or microwave and then they redistribute from there but definitely fiber was the premium product. He also stated that the biggest obstacle in every County where the population was real dense to get the fiber from there to someone's house or somewhere else was real expensive. He further stated that FIOS was a brand name used by Verizon and its FIOS was a triple play product now that included voice, internet and TV. Mr. Grigg stated that FIOS to the home was used in some big cities and not in the rural areas because it was very costly.

Mr. Whittington stated that some wise contractor told him once that it cost about \$50,000 per mile to install fiber optic cable. Is that a reasonable cost estimate? Mr. Grigg stated that it was very realistic because they had just bid a project in South Hill and it came back as about \$53,000. He also stated that then you would have to bore which was running about \$14 to \$18 a foot. He further stated that if you had to bore a real long site, you talking about a mile of \$75,000 for a directional bore.

Mr. Whittington stated that just as informational for the Board of Supervisors, there are approximately 300 miles of roadway in Greenville County. He stated that he guessed there could be other costs such as property acquisition, environmental requirements, the acquisition of broadband wit through the ISP and then there's other costs that you would add to that. Mr. Grigg stated that to deliver it to the home was just one step of the whole phase. He stated that they would have to get the internet from Ashburn VA into Emporia by fiber and then they would have to send it to their routers and redistribute it out to the towers and from there the last mile from the towers and the last mile from to the homes which would be the hardest part of the project.

Mr. Whittington asked Mr. Grigg to his knowledge, was there an internet solution that was currently being used that would provide internet service on a Countywide basis? Mr. Grigg stated he did not know of any complete County wide project anywhere. He stated that there were some projects where they tried such as Buggs Island out of Mecklenburg. He also stated that there had been some that had been somewhat successful. He further stated that it took about 8-10 houses to make it even feasible for Telpage to look at doing but they had to have somewhere to put out poles and have electricity put to it. Mr. Grigg stated that they provided internet and telephone, not TV. He also stated that he just wanted everybody to know that Verizon was one of his customers becuae they used his towers, but there were also AT&T, T-Mobile and Sprint PCS and that the County did not have to go with just one carrier. He further stated that he would encourage the County to start contacting all the carriers to try and get them involved in this project and tell them the interest of the County and its citizens.

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In Re: Mr. Wayne Duty, Engineer with Verizon

Mr. Whittington asked Mr. Duty can Greenville County require Verizon to improve cellular service here in Emporia. Mr. Duty stated no; they were not restricted in any way.

Mr. Whittington asked that since the County was currently working with Verizon to identify opportunities in which the County could be of assistance to improve cell service in the County; what more could the County do other than making contact with Verizon to notify them what the needs and desires of the constituents that the County was not doing. Mr. Duty stated that Greenville had pretty much all it could do. Mr. Pope was working directly with them to identify key areas that were important to the County so that they could match it with their plans do that they would know what was important for them. He also stated that as a County that was pretty much all the County could do. He further stated that they appreciated the effort that the County was putting forward.

Mr. Whittington asked if there were any questions.

Supervisor Ferguson stated that the Board of Supervisors was told by Ms. Faulkner a couple of meetings ago and told the community that we were lucky to have what we had. He stated that she informed everyone that if there were drop calls to call Verizon because Verizon kept a log when the calls came through. Supervisor Ferguson stated that he wanted to remind the citizens to do just that. He also explained how he was dropping a lot calls in his home and the equipment he had invested in to try and make the service better. Supervisor Ferguson stated that landline service had also gone bad here in this area.

Mr. Duty stated that there was a customer service team that logged in complaints and the data was used to pin point the troubled areas. He stated that there were engineers sent out to find out where improvements or changes could be made or what could be changed on the existing network to make the area better. He further stated that the trees causing the mobile signal not to make it to the tower could be a big problem. Mr. Duty then reiterated that calling in to inform them of the problems was very important on the engineering side so that they would know where improvements were needed without the huge capital investment of building sites. He then stated that it would be good for the citizens to call customer service at 611 to register the complaints.

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In Re: Solar Farm

Mr. Pope addressed the Board of Supervisors stating that County Staff with an attorney from McGuire Woods to discuss changes needing to be made to the zoning ordinance in the

County's Comprehensive Plan concerning the solar sites. He stated that there were a lot of solar companies showing interest in Southside Virginia, and Northeastern, North Carolina. He also stated that Staff just wanted to make sure the County ordinances were in place to aide in the development of the projects so that they were not a nuisance to surrounding projects. Mr. Pope stated that the attorney gave them several areas that Staff needed to add to the zoning ordinance. He stated that he had drafted the changes and sent them off to McGuire Woods for review but had not received the results yet. He further stated that if the changes were approved by the attorney, they would come before the Board for approval the end of September, early October.

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In Re: Department of Social Services Agreements

Mr. Whittington stated that there were two agreements regarding the Department of Social Services regarding a new building that Staff would be asking for approval on tonight. He stated that the Agreement by and among Greenville County, the City of Emporia, and the Greenville/Emporia Department of Social Services. He stated that this agreement set forth all of the details of the ownership, the organizational structure, financing and construction of a new building to house the Department of Social Services here in the Greenville County Office Park.

Supervisor Ferguson moved, seconded by Supervisor Lee, to approve the Department of Social Services Agreement. Voting aye: Supervisors Bryant, Ferguson, Lee and Chairman Wiley.

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In Re: Agreement by and among Greenville County, the City of Emporia, and the Greenville/Emporia, and the Greenville/Emporia Department of Social Services for a Satellite Kiosk Facility

Mr. Whittington stated that the City had requested a satellite kiosk be operational in one of the Community Partners locations for a period of one year following the construction and beginning of the operation of the new DSS Building at the Greenville County Office Park. He stated that Staff had advised all of the details to the Board of Supervisors previously and recommends approval of the agreement.

Supervisor Ferguson moved, seconded by Supervisor Bryant, to approve the Agreement for a Satellite Kiosk Facility. Voting aye: Supervisors Bryant, Ferguson, Lee and Chairman Wiley.

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In Re: New Computer Aided Dispatching System

Mr. Mike Veliky addressed the Board of Supervisors stating that earlier this year; the Sheriff's Department Dispatch Center was successful in obtaining two grants from the Virginia

Wireless Board. He stated that one was for a new mapping display system and one for a new data recording system. He also stated that previously, the Board had authorized the Staff to use the request for proposal method of procurement for both of the systems rather than the invitation to bid. He further stated that it was done, a committee was set up to review the proposal received. He then stated that with regards to the mapping system, the County only received one proposal from Geo Comm and as the Committee started reviewing that proposal, and being nervous on receiving just one proposal; the Staff started looking at more options. Mr. Veliky stated that the Committee discovered that there were multiple manufacturers making all-in-one products that included mapping, computer aided dispatch systems and some also included mobile ticket writing capabilities as one product. He stated that the grant received was only for mapping so that was the reason Staff only advertised just for mapping. He also stated that after the information discovered regarding the all-in-one product, they contacted the State Wireless Board and received approval to re-advertise for an all-in-one product, they could use the mapping money already received to apply towards the mapping portion of an all-in-one product so the committee decided it would be a good course of action. He further stated that the Committee was requesting that the Board of Supervisors reject the one proposal received from Geo Comm and authorize the Staff to re-issue a new RFP for an all-in-one type product so that the mapping money could be used to help offset the cost of the entire project.

Supervisor Ferguson moved, seconded by Supervisor Lee, to approve Staff's recommendation. Voting aye: Supervisors Bryant, Ferguson, Lee and Chairman Wiley.

Mr. Velikey stated that Staff received four responses to the data recording system. He stated that the Committee interviewed all four proposals and was recommending the Board authorize Staff to enter into a contract with Blue Ridge Voice and Data, LLC, to provide a new data recording system at the dispatch center using the grant money received from the Virginia Wireless Board.

Supervisor Lee moved, seconded by Supervisor Ferguson, to accept Staff's recommendation. Voting aye: Supervisors Bryant, Ferguson, Lee and Chairman Wiley.

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In Re: Ratification of Actions regarding the previous Meeting of the Board of Supervisors

Mr. Whittington stated that at the previous meeting held on August 15, there was one Board Member conference in via telephone and responsive as well as two members in attendance at the meeting. He stated that the meeting was also attended by the County Attorney who said that the way in which that meeting was held was legal and defensible by the Code of Virginia. He also stated that to be cautious and conservative in following the County Attorney's request, Staff was requesting that the Board of Supervisors ratify all of the actions that were taken by the Board of Supervisors taken at the last meeting.

Supervisor Bryant moved, seconded by Supervisor Ferguson, to ratify all of the actions taken by the Board of Supervisors at its last meeting. Voting aye: Supervisors Bryant, Ferguson, Lee and Chairman Wiley.

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In Re: Boards and Commissions Appointments

1. Industrial Development Authority – An At-Large Appointment for a term of four years.

Chairman Wiley opened the floor for nominations of individuals to serve on the Industrial Development Authority Board for a term of four years.

Supervisor Lee moved, seconded by Supervisor Bryant, to re-appoint Mr. Danny Rook and Mrs. Robin Whitman and to appoint Mr. James Luke for a term of four years. Voting aye: Supervisors Bryant, Ferguson, Lee and Chairman Wiley.

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In Re: South Centre Corridors Resource Conservation and Development Council – An At-Large Appointment for a term of four years.

Chairman Wiley opened the floor for nominations of an individual to serve on the South Centre Corridors Resource Conservation and Development Council for a term of four years.

Supervisor Bryant moved, seconded by Supervisor Lee, to defer the appointment until the next meeting. Voting aye: Supervisors Bryant, Ferguson, Lee and Chairman Wiley.

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In Re: Miscellaneous Matters

Mr. Whittington stated that located in the Friday Memo were the Staff Work Programs and Departmental Reports for the Board's review and comments.

Chairman Wiley asked if there were any questions. There were none.

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In Re: Adjournment

With there being no further business, Supervisor Lee moved, seconded by Supervisor Ferguson, to adjourn the meeting. Voting aye: Supervisors Bryant, Ferguson, Lee and Chairman Wiley.

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Peggy R. Wiley, Chairman

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K. David Whittington, Clerk

**RESOLUTION # 17-30**  
**FY 16-17 APPROPRIATIONS RESOLUTION**

BE IT RESOLVED by the Greenville County Board of Supervisors that the following budget appropriations be and hereby are made for the period of July 1, 2016 through June 30, 2017.

**FUND #018**

REVENUE

3-018-18990	Miscellaneous Revenue	
0040	Probation Fees	\$1,591.25

EXPENDITURE

4-018-33300	Probation Fees	
9357	Probation Fees	\$1,591.25

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Peggy R. Wiley, Chairman  
Greenville County Board of Supervisors

ATTEST:

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Denise Banks-Chatman, Clerk  
Greenville County Board of Supervisors

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.





VENOR NAME	CHARGE ID	DESCRIPTION	INVOICE	DATE	SS	PAY	SS
SECURITY ATTORNEY**							
SLAYTON & CLARY		PROFESSIONAL SERVICES	12513	8/31/2016	1,566.00		
					1,566.00 *		
SLAYTON & CLARY		POSTAL SERVICES	12513	8/31/2016	10.53		
					10.53 *		
SLAYTON & CLARY		TELECOMM.: FAX CHARGES	12513	8/31/2016	20.00		
					20.00 *		
SLAYTON & CLARY		TRAVEL & TRAINING	12513	8/31/2016	68.48		
					68.48 *		
LOCAL GOVERNMENT ATTORNEY		DUES & ASSOCIATIONS	FV1751	9/01/2016	300.00		
					300.00 *		
SLAYTON & CLARY		OFFICE SUPPLIES	12513	8/31/2016	138.00		
					138.00 *		
TOTAL					2,103.01		

COMMISSIONER OF REVENUE*							
MAINTENANCE CONTRACTS							
PITNEY BOWES			3301294910	8/22/2016	31.26		
					31.26 *		
QUILL CORPORATION		OFFICE SUPPLIES	8481897	8/22/2016	27.98		
QUILL CORPORATION		OFFICE SUPPLIES	8523306	8/23/2016	27.98		
BRAT #1595		OFFICE SUPPLIES	080208/09012016	9/01/2016	227.99		
					227.99 *		
QUILL CORPORATION		ADP SUPPLIES	8488238	8/22/2016	569.52		
					569.52 *		
TOTAL					884.73		

TREASURER*							
PROF SER. DELINQUENT PARCELS							
SLAYTON & CLARY			12503	8/31/2016	6.50		
					6.50 *		
PITNEY BOWES		MAINTENANCE CONTRACTS	3301294910	8/22/2016	31.26		
					31.26 *		
HAN PRINTERS, INC		POSTAL SERVICES	104762P	8/29/2016	978.00		
					978.00 *		
DRY		FEDS: DND CHARGES	2016244680	8/31/2016	400.00		
					400.00 *		
QUILL CORPORATION		OFFICE SUPPLIES	8408375	8/18/2016	55.98		
					55.98 *		
QUILL CORPORATION		ADP SUPPLIES	8408375	8/18/2016	101.98		
					101.98 *		
HAN PRINTERS, INC		TAX BILLS	104762P	8/29/2016	3,500.00		
					3,500.00 *		
TOTAL					5,273.72		



9/14/2016 FROM DATE- 9/16/2016  
 88375 TO DATE- 9/19/2016  
 FUND # - 001 GENERAL FUND EXPENDITURES

ACCOUNTS PAYABLE LIST  
 COUNTY OF GREENSVILLE  
 DEPT # - 021300 TELECOMMUNICATIONS

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	AMOUNT
FLORIS PAINT & JARVIS HARDWARE	STATE IMPROVEMENTS		06907	9/01/2016	17.80
JARVIS HARDWARE	STATE IMPROVEMENTS		013497	9/07/2016	13.18
JARVIS HARDWARE	STATE IMPROVEMENTS		0245177	9/01/2016	24.45
					55.43 *
				TOTAL	46.10 *

DEPT # - 021300 TELECOMMUNICATIONS

CIRCUIT COURT  
 ROBERT CRIZZARD  
 TERRY ANDREWS  
 DEANIS BOWELL  
 GEORGE JEFF  
 CLARENCE WELLS

09062016	9/06/2016	60.00
09062016	9/06/2016	60.00
09062016	9/06/2016	60.00
09062016	9/06/2016	60.00
09062016	9/06/2016	60.00
09062016	9/06/2016	60.00 *
FUNDING 104	9/26/2016	71.21
		71.21 *
085915652	9/01/2016	46.10
		46.10 *
TOTAL		417.31

JURY EXPENSES  
 MAINTENANCE CONTRACTS

NERON CORPORATION

DEPT # - 021200 GENERAL DISTRICT COURT

GENERAL DISTRICT COURT  
 MAINTENANCE CONTRACTS  
 NERON CORPORATION  
 VERIZON  
 VERIZON  
 VERIZON  
 SPRINT  
 SPRINT  
 SPRINT

085915640	9/01/2016	52.00
1308963782316	8/25/2016	52.00 *
60237093802328	8/28/2016	68.17
714140298989016	8/25/2016	40.62
64325526070016	8/25/2016	153.84
65288940052216	8/22/2016	22.64
6780434070016	8/22/2016	17.54
	8/31/2016	10.65
		321.46 *
085915616	9/01/2016	46.10
08262016301000	8/26/2016	778.08
		1,219.83 *
TOTAL		1,573.29

DEPT # - 021300 TELECOMMUNICATIONS

REGISTRAR  
 TELECOMMUNICATIONS  
 TELECOMMUNICATIONS

VERIZON  
 NET COMMERCIAL SERVICE

13101901760916  
 206668470016

9/01/2016	63.26
8/17/2016	27.95
	91.21 *
TOTAL	91.21

DEPT # - 021300 TELECOMMUNICATIONS

REGISTRAR, CIRCUIT COURT  
 MAINTENANCE CONTRACTS

NERON CORPORATION

9/01/2016	46.10
	46.10 *



ACCOUNTS PAYABLE LIST  
COUNTY OF GREENSBORO  
DEPT 3 - 031200 ALAN ENFORCEMENT-SHERIFF

9/14/2016 FROM DATE- 9/15/2016  
OF 375 TO DATE- 9/30/2016  
FUND 3 - 001 GENERAL FUND EXPENDITURES\*\*

VENOR NAME	CHARGE TO	DESCRIPTION	INVOICES	INVOICE DATE	SS PAY \$
CITY OF EMPORIA	WIRE & RESCUE	WIRE & RESCUE	0031016	8/31/2016	11,550.00
	WIRE & RESCUE	WIRE & RESCUE			11,550.00 *
			TOTAL		11,550.00

DEPT 3 - 032400 WIRE & RESCUE*					
DEPT 3 - 033200 *WALL*	2195	9/02/2016			68,777.60
					68,777.60 *
		TOTAL			68,777.60

DEPT 3 - 034100 BUILDING INSPECTIONS*					
	3301294910	8/22/2016			31.26
					31.26 *
	1326432	8/31/2016			75.67
					75.67 *
		TOTAL			106.93

DEPT 3 - 035100 *ANIMAL CONTROL*					
	1814063432/0831	8/31/2016			293.21
					293.21 *
	6129716090001	9/02/2016			95.47
					95.47 *
	182120	8/01/2016			20.34
	182166	8/02/2016			51.81
	183575	9/09/2016			10.36
					92.51 *
	09582	9/12/2016			75.62
					75.62 *
	1326434	8/31/2016			141.93
					141.93 *
		TOTAL			708.74

DEPT 3 - 035600 EMERGENCY MANAGEMENT*					
	3301294910	8/22/2016			31.26
					31.26 *
	6129716090001	9/02/2016			40.01
					40.01 *

9/14/2016 FROM DATE- 9/15/2016  
OF 375 TO DATE- 9/30/2016  
FUND 3 - 001 GENERAL FUND EXPENDITURES\*\*

ACCOUNTS PAYABLE LIST  
COUNTY OF GREENSBORO  
DEPT 3 - 031200 ALAN ENFORCEMENT-SHERIFF

9/14/2016 FROM DATE- 9/15/2016  
OF 375 TO DATE- 9/30/2016  
FUND 3 - 001 GENERAL FUND EXPENDITURES\*\*

ACCOUNTS PAYABLE LIST  
COUNTY OF GREENSBORO  
DEPT 3 - 031200 ALAN ENFORCEMENT-SHERIFF





VENDOR NAME	GRADE IN	DESCRIPTION	INVOICE#	INVOICE DATE	\$\$\$ PAY \$\$\$
SABLER BROS. OIL CO., INC		VEHICLE SUPPLIES	1326635	8/31/2016	450.92
JON'S AUTO CLASS INC		VEHICLE SUPPLIES	35368	8/31/2016	300.04
					750.96 *
AUSTIN JORDANY		WEARING APPAREL	634839	9/06/2016	48.75
					48.75 *
				TOTAL	4,509.99

DEPT # - 043400 GREENSVILLE COUNTY GOVERNMENT CTR\*

GREENSVILLE COUNTY GOVERNMENT CTR*					
RICHMOND ALAN CD CNP		HOUSING FEES	137846	9/01/2016	450.00
					450.00 *
CBSA		CONTRACTUAL SERVICES: LESSE	8778	9/08/2016	42.50
					42.50 *
ANGELA STONE		TEMPERARY HELP	2192	9/02/2016	2.00
					2.00 *
JON'S AUTO CLASS INC		REPAIR & MAINTENANCE SERVICES	35368	8/31/2016	42.62
GREENE'S SERVICE CENTER		REPAIR & MAINTENANCE SERVICES	53182	9/12/2016	8.00
					50.62 *
CARRIER CORPORATION		MAINTENANCE CONTRACTS	0000353593	8/24/2016	1,350.00
PITNEY BOWES		MAINTENANCE CONTRACTS	3381294718	9/22/2016	7.82
					1,357.82 *
MECKLENBURG ELECTRIC CORP		ELECTRICITY	2802201306/0916	9/06/2016	132.35
					132.35 *
UNITED PARCEL SERVICE		POSTAL SERVICES: UPS	0000238106356	8/27/2016	43.59
UNITED PARCEL SERVICE		POSTAL SERVICES: UPS	0000238106366	9/03/2016	25.00
					68.59 *
VERIZON		TELECOMMUNICATIONS	130845061649016	8/25/2016	682.18
VERIZON		TELECOMMUNICATIONS	131032870109916	9/04/2016	88.12
VERIZON		TELECOMMUNICATIONS	682160759259016	8/28/2016	558.89
					1,299.19 *
TREASURER OF VIRGINIA		LEASE OF EQUIPMENT	1302392	8/29/2016	183.86
					183.86 *
ARMARK UNIFORM SERV INC		UNIFORM RENTAL	47268457	9/01/2016	36.83
ARMARK UNIFORM SERV INC		UNIFORM RENTAL	47302713	9/08/2016	36.83
					73.66 *
BOWNE SPECIALTY COMPANY		HOUSEKEEPING SUPPLIES	7187662	8/23/2016	483.03
					483.03 *
CITY AUTO SUPPLY, INC.		REPAIR & MAINTENANCE SUPPLIES	335123	9/08/2016	3.49
CITY AUTO SUPPLY, INC.		REPAIR & MAINTENANCE SUPPLIES	335475	9/12/2016	.35
JORDANY JORDANRE		REPAIR & MAINTENANCE SUPPLIES	6133449	8/05/2016	11.49
FARM & LAWN SERVICE		REPAIR & MAINTENANCE SUPPLIES	160973	8/22/2016	4.21
FARM & LAWN SERVICE		REPAIR & MAINTENANCE SUPPLIES	169436	9/09/2016	6.47
					26.01 *
SABLER BROS. OIL CO., INC		VEHICLES SUPPLIES	1326635	8/31/2016	150.30
JON'S AUTO CLASS INC		VEHICLES SUPPLIES	35368	8/31/2016	100.01
					250.31 *



DEBITOR NAME	CHARGE TO	DESCRIPTION	INVOICE	DATE	AMOUNT
AUSTIN JORGATT	REPAIRS APPAREL		634839	9/06/2016	16.25 *
					16.25 *
				TOTAL	4,423.59

DEPT # - 043400 MAINTENANCE BUILDINGS

STANDARD SPRINGS	MAINTENANCE BUILDINGS				
STANDARD SPRINGS	CONTRACTUAL SER. WATER COOLER	2851154	907104710	8/19/2016	8.95
TELEPAGE, INC.	CONTRACTUAL SER. WATER COOLER			9/07/2016	27.96
					36.91 *
	TELECOMMUNICATIONS	252096		9/01/2016	59.95 *
					59.95 *
JORGATT HARDWARE	REPAIR & MAINTENANCE SUPPLIES	A134919		8/31/2016	34.98
MILBARY COMMUNITY #0369	REPAIR & MAINTENANCE SUPPLIES	01073		9/01/2016	54.20
					89.18 *
				TOTAL	186.04

DEPT # - 051100 MEDICAL HEALTH DEPARTMENT

QUESTOR	MEDICAL HEALTH DEPARTMENT				
	TELECOMMUNICATIONS	130845061649816		8/25/2016	200.96
					200.96 *
				TOTAL	200.96

DEPT # - 071400 THE GOLDEN LEAF COMPANIES

CENTRAL TRUSTEAT	THE GOLDEN LEAF COMPANIES				
CENTRAL TRUSTEAT	REPAIR & MAINTENANCE SERVICES	S026309194001		8/30/2016	299.89
BEVE INTERNATIONAL, INC.	REPAIR & MAINTENANCE SERVICES	S026312801001		8/30/2016	299.88
					599.77 *
	MAINTENANCE CONTRACTS	1989373		8/22/2016	198.00
					198.00 *
SWEC	ELECTRICAL SERVICES	1022		9/20/2016	6,466.85
					6,466.85 *
ROMAN SPECIALTY COMPANY	RESEALING SUPPLIES	7107662		8/23/2016	192.53
					192.53 *
PLAN S PARTI &	C.B.: FLOORING - COMMUNITY R00	086691		7/22/2016	40.10-
PLAN S PARTI &	C.B.: FLOORING - COMMUNITY R00	4453		7/19/2016	84.60
PLAN S PARTI &	C.B.: FLOORING - COMMUNITY R00	6505		7/22/2016	8.95
					52.85 *
				TOTAL	7,510.08

DEPT # - 073100 LIBRARY ADMINISTRATION

CITY OF EXPORIA	LIBRARY ADMINISTRATION				
	REPAIR & MAINTENANCE SERVICES	08311016		8/31/2016	9.25
					9.25 *



VENDOR NAME	CHARGE ID	DESCRIPTION	INVOICE#	INVOICE DATE	\$\$\$ PAY \$\$\$
DEPT 3 - 001500 ECONOMIC DEVELOPMENT**					
WATERBORN DEVELOPMENT			3301294910	8/22/2016	31.26
MAINTENANCE CONTRACTS			1012	9/01/2016	100.00
MAINTENANCE CONTRACTS					131.26 **
TELECOMMUNICATIONS			6120716090001	9/02/2016	40.01
VERIZON WIRELESS					40.01 **
HARRIS SUPPLY, INC.		RAIL DATA INDUSTRIAL PARK	01920	8/25/2016	319.80
TRAC		RAIL DATA INDUSTRIAL PARK	1600523	9/01/2016	840.00
NEWLENDING COUNTY		VA GROWTH ALLIANCE	00262006/FF2017	8/26/2016	1,157.60 **
GREENE'S SERVICE CENTER		OFFICE SUPPLIES	53162	8/31/2016	12,243.00
QUILL CORPORATION		OFFICE SUPPLIES	0530436	8/23/2016	51.00
SADLER ROPS, DILL CO., INC		VEHICLE SUPPLIES	136631	8/31/2016	64.99
					115.99 **
					75.19
					75.19 **
		TOTAL			13,785.05

DEPT 3 - 001700 ECONOMIC INFORMATION SYSTEMS**					
PITNEY BOWES		MAINTENANCE CONTRACTS	3301294910	8/22/2016	31.26
					31.26 **
		TOTAL			31.26

DEPT 3 - 003300 SUPPLIES					
CITY OF INDIANA		WATER & SEWER	12635/00312016	8/31/2016	62.96
					62.96 **
DEPT #1575		PESTICIDE CONTROL GRANT	FUNDATION 491	9/01/2016	274.75
DEPT #1575		PESTICIDE CONTROL GRANT	FUNDATION 54	9/02/2016	54.95
					329.70 **
		TOTAL			392.66
		FUND TOTAL			419,434.00

VENUE NAME	CHARGE ID	DESCRIPTION	INVOICE#	INVOICE DATE	55 PAY AM
GREENSBURG FIRE DEPT					
GREENSBURG FIRE DEPT		PROFESSIONAL HEALTH SERVICES	353701571	9/31/2016	500.00
					500.00 *
GREENSBURG FIRE DEPT		REPAIRS & MAINTENANCE SERVICES	41047	7/27/2016	42.50
					42.50
GREENSBURG FIRE DEPT		REPAIRS & MAINTENANCE SERVICES	09222016	8/22/2016	4,000.00
					4,000.00
GREENSBURG FIRE DEPT		REPAIRS & MAINTENANCE SERVICES	09102016	9/10/2016	187.50
					187.50
GREENSBURG FIRE DEPT		ELECTRICAL	08312016	8/31/2016	14.01
					14.01
GREENSBURG FIRE DEPT		ELECTRICAL	08312016	8/31/2016	993.30
					993.30
GREENSBURG FIRE DEPT		ELECTRICAL	08312016	8/31/2016	70.43
					70.43
GREENSBURG FIRE DEPT		WATER/SEWER/REFUSE SERVICES	04610/0831	8/31/2016	937.94
					937.94 *
GREENSBURG FIRE DEPT		TELECOMMUNICATIONS	85405354657016	8/28/2016	618.60
					618.60 *
GREENSBURG FIRE DEPT		TELECOMMUNICATIONS	08312016	8/31/2016	132.63
					132.63
GREENSBURG FIRE DEPT		TELECOMMUNICATIONS	252013	9/01/2016	100.30
					100.30
GREENSBURG FIRE DEPT		INSURANCE - GENERAL LIABILITY	08312016	8/31/2016	59.99
					59.99
GREENSBURG FIRE DEPT		HOUSEKEEPING/ADMINISTRATIVE SUPPLIES	7111509	8/31/2016	301.00
					301.00 *
GREENSBURG FIRE DEPT		HOUSEKEEPING/ADMINISTRATIVE SUPPLIES	01073	9/01/2016	388.50
					388.50 *
GREENSBURG FIRE DEPT		REPAIR & MAINTENANCE SUPPLIES	4545	7/27/2016	119.11
					119.11
GREENSBURG FIRE DEPT		REPAIR & MAINTENANCE SUPPLIES	6816	8/17/2016	94.46
					94.46
GREENSBURG FIRE DEPT		REPAIR & MAINTENANCE SUPPLIES	41047	7/27/2016	213.57
					213.57 *
GREENSBURG FIRE DEPT		REPAIR & MAINTENANCE SUPPLIES	08172016	8/19/2016	38.95
					38.95
GREENSBURG FIRE DEPT		REPAIR & MAINTENANCE SUPPLIES	09102016	9/10/2016	400.10
					400.10
GREENSBURG FIRE DEPT		REPAIR & MAINTENANCE SUPPLIES	000075073	8/15/2016	12.00
					12.00
GREENSBURG FIRE DEPT		VEHICLE/POWERED EQUIP SUPPLIES	08312016	8/31/2016	107.94
					107.94
GREENSBURG FIRE DEPT		VEHICLE/POWERED EQUIP SUPPLIES	08312016	8/31/2016	29.00
					29.00
GREENSBURG FIRE DEPT		VEHICLE/POWERED EQUIP SUPPLIES	08312016	8/31/2016	540.84
					540.84
GREENSBURG FIRE DEPT		VEHICLE/POWERED EQUIP SUPPLIES	08312016	8/31/2016	1,244.83
					1,244.83 *
GREENSBURG FIRE DEPT		VEHICLE/POWERED EQUIP SUPPLIES	08312016	8/31/2016	1,257.47
					1,257.47
GREENSBURG FIRE DEPT		VEHICLE/POWERED EQUIP SUPPLIES	08312016	8/31/2016	3,090.30
					3,090.30
GREENSBURG FIRE DEPT		VEHICLE/POWERED EQUIP SUPPLIES	993029	8/29/2016	5.00
					5.00
GREENSBURG FIRE DEPT		VEHICLE/POWERED EQUIP SUPPLIES	137034	8/31/2016	320.12
					320.12
GREENSBURG FIRE DEPT		VEHICLE/POWERED EQUIP SUPPLIES	171602	8/15/2016	124.51
					124.51
GREENSBURG FIRE DEPT		VEHICLE/POWERED EQUIP SUPPLIES	171603	8/15/2016	224.99
					224.99
GREENSBURG FIRE DEPT		VEHICLE/POWERED EQUIP SUPPLIES	08312016	8/31/2016	364.92
					364.92
GREENSBURG FIRE DEPT		VEHICLE/POWERED EQUIP SUPPLIES	08312016	8/31/2016	5,387.46
					5,387.46 *
GREENSBURG FIRE DEPT		VEHICLE/POWERED EQUIP SUPPLIES	08312016	8/31/2016	104.90
					104.90
TOTAL					194.70
TOTAL					14,096.80
FUND TOTAL					14,096.80



VENOR NAME	CHARGE ID	DESCRIPTION	INVOICE#	DATE	SS	PAY	SS
KSNETH							
CENTRAL CAROLINA HOLDING		CONSTRUCTION SERV.:TIRE DISPOSAL	974061	8/31/2016	885.85	*	
JAYCE ENGINEERING, INC.		WELL DRILLING	02025555	9/12/2016	2,414.90	*	
					2,414.90	*	
CRYSTAL SPRINGS		CONTRACTUAL SERV:WATER COOLER	3457059083116	8/31/2016	74.84		
DIAMOND SPRINGS		CONTRACTUAL SERV:WATER COOLER	2851129	8/19/2016	8.95		
DIAMOND SPRINGS		CONTRACTUAL SERV:WATER COOLER	72618006	7/26/2016	6.99		
DIAMOND SPRINGS		CONTRACTUAL SERV:WATER COOLER	907184050	9/07/2016	8.99		
					97.77	*	
ARMARK UNIFORM SERV INC		REPAIR & MAINTENANCE SERVICES	47202409	8/18/2016	13.52		
ARMARK UNIFORM SERV INC		REPAIR & MAINTENANCE SERVICES	47234928	8/25/2016	13.52		
ARMARK UNIFORM SERV INC		REPAIR & MAINTENANCE SERVICES	47268450/090116	9/01/2016	13.52		
ARMARK UNIFORM SERV INC		REPAIR & MAINTENANCE SERVICES	47302786	9/08/2016	13.52		
RUSS GORDON CORPSE		REPAIR & MAINTENANCE SERVICES	08377	9/08/2016	58.00		
					112.08	*	
PITNEY BOWES		MAINTENANCE CONTRACTS	330129410	8/22/2016	31.26	*	
					31.26	*	
PARKER MIL COMPANY, INC.		RENTING	993858	8/29/2016	96.91	*	
					96.91	*	
VERIZON WIRELESS		TELECOMMUNICATIONS	61387160908001	9/02/2016	55.95	*	
					55.95	*	
ARMARK UNIFORM SERV INC		UNIFORM RENTAL	47202409	8/18/2016	50.22		
ARMARK UNIFORM SERV INC		UNIFORM RENTAL	47234928	8/25/2016	50.22		
ARMARK UNIFORM SERV INC		UNIFORM RENTAL	47268450/090116	9/01/2016	50.22		
ARMARK UNIFORM SERV INC		UNIFORM RENTAL	47302786	9/08/2016	50.22		
					200.88	*	
SUREBES TECHNICAL WRITING		TRAVEL & TRAINING	09012616	9/01/2016	675.00	*	
					675.00	*	
TREASURES OF VIRGINIA		PERMITS & FEES	903967/SHP405	10/01/2016	2,658.05	*	
					2,658.05	*	
GULL CORPORATION		OFFICE SUPPLIES	8739980	8/31/2016	184.98	*	
					184.98	*	
D&C AUTO SUPPLY		REPAIR & MAINTENANCE SUPPLIES	184203	8/10/2016	14.99		
D&C AUTO SUPPLY		REPAIR & MAINTENANCE SUPPLIES	185360	8/24/2016	23.96		
D&C AUTO SUPPLY		REPAIR & MAINTENANCE SUPPLIES	186566	8/24/2016	21.96		
FABTECH		REPAIR & MAINTENANCE SUPPLIES	NCR08118483	8/25/2016	581.85		
ORCS CASES		REPAIR & MAINTENANCE SUPPLIES	01765751	8/10/2016	182.00		
					806.76	*	
SADLER GUNS. MIL CO., INC		VEHICLE SUPPLIES	1326636	8/31/2016	90.03	*	
					90.03	*	
PARKER MIL COMPANY, INC.		HEAVY EQUIPMENT SUPPLIES	2947	9/08/2016	1,011.92		
PARKER MIL COMPANY, INC.		HEAVY EQUIPMENT SUPPLIES	975851	8/11/2016	430.58		
PARKER MIL COMPANY, INC.		HEAVY EQUIPMENT SUPPLIES	98735	8/25/2016	944.27		
					2,376.77	*	
		TOTAL			10,578.29		
		FUND TOTAL			10,578.29		

ACCOUNTS PAYABLE LIST  
CITY OF MEMPHIS  
05/15 - 06/15

FROM DATE- 05/15/2016  
TO DATE- 06/15/2016

05/15/2016  
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ACCOUNTS PAYABLE LIST  
COUNTY OF GREENSVILLE  
DEPT # - 094100 MEDICAL CAPITAL PROJECTS\*\*

FROM DATE - 9/16/2016  
TO DATE - 9/18/2016  
FUND # - 075 MEDICAL CAPITAL PROJECTS\*\*

VENOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	AMOUNT
JEFF ANDERSON	094100	MEDICAL CAPITAL PROJECTS**	16133/0292016	8/29/2016	1,518.75
		RECYCLING CONTAINERS			1,518.75 *
		TOTAL			1,518.75
		FUND TOTAL			1,518.75
		TOTAL DUE			448,640.41

APPROVED

Signed Glenn Whaley Title Finance Supervisor Date 9/19/16

8/14/2016

PER DATE- 8/16/2016  
TH DATE- 8/19/2016

ACCOUNTS PAYABLE CHECKS  
COUNTY OF GREENVILLE

PAGE 1

FUND NO.	DESCRIPTION	SS	PAY	SS
001	GENERAL FUND EXPENDITURES		\$619,434.00	
010	GREENSVILLE FIRE DEPT EXPENSES		514,036.80	
012	REFUSE		52,128.00	
017	PUBLIC WORKS		510,678.29	
018	ADULT CORRECTIONS, ADT GRANT		5784.57	
075	CAPITAL PROJECTS		51,518.75	
	TOTAL		448,640.41	

Zimbra

bparson@greensvillecountyva.gov

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**RE: Board meeting**

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**From :** Pierce, Drexel <drexel@vt.edu>

Wed, Sep 14, 2016 09:43 AM

**Subject :** RE: Board meeting 4 attachments**To :** Brenda Parson

&lt;bparson@greensvillecountyva.gov&gt;

This e-mail pertains to the impending Greensville/Emporia ANR (Agricultural and Natural Resources) vacancy.

I was notified by my Director, that there was no internal transfer interest.

I am requesting permission to use local funds already budgeted to the office to hire a **part-time ANR Program Technician** to work in the office during the interim period without an ANR agent. I spoke with Brian, City manager, and he approves and agrees with the Part Time position.

The number of hours that this person works per week would be dependent on the amount of local funds available in concert with the hourly rate set by VT HR. However, I feel the person would be working a minimum of 20 – 25 hours per week. VCE is holding positions open longer due to the state budget situation, so I think we can anticipate a vacancy lasting perhaps nine months.

I would like to move straight to an external advertisement for a program technician with horticultural or entomological expertise.

Please let me know if you have any questions before the Board meeting on the 19<sup>th</sup>.

Best,

**Drexel W. Pierce, Jr., Ed.S.**

Associate Extension Agent, 4-H Youth Development  
Unit Coordinator

**Virginia Cooperative Extension - Greensville/ Emporia Unit Office**

105 Oak Street  
Emporia, VA 23847  
(434) 348-4223

**PUBLIC TRANSPORTATION SERVICE AGREEMENT BY AND BETWEEN  
GREENSVILLE COUNTY, VIRGINIA AND CITY OF EMPORIA, VIRGINIA**

**THIS PUBLIC TRANSPORTATION SERVICE AGREEMENT** ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between **GREENSVILLE COUNTY, VIRGINIA** (the "County") and **CITY OF EMPORIA, VIRGINIA** (the "City") (collectively the "Parties" and individually a "Party").

WITNESSETH:

**WHEREAS**, the County and the City formed a Public Transportation Committee for the purposes of evaluating, planning and implementing a public transportation system within the County and the City;

**WHEREAS**, the Public Transportation Committee consisted of representatives of the County, City, the Greenville/Emporia Department of Social Services, the District 19 Community Services Board, the Emporia/Greenville Chamber of Commerce, the YMCA, the Southside Virginia Community College and the Virginia Employment Commission;

**WHEREAS**, the County and the City desire to establish and operate a public transportation system as a department of County government pursuant to Va. Code §15.2-947;

**WHEREAS**, the County, with the approval of the City, has applied for and received grant funding for fiscal year 2017 from the Virginia Department of Rail and Public Transportation (DRPT) in the amounts of \$63,816 for operating expenses and \$145,500 for capital expenses to support the establishment and operation of a public transportation system;

**WHEREAS**, the County and the City wish to memorialize their respective obligations regarding the future operation of the public transportation system; and

**AGREEMENT**

**NOW, THEREFORE**, for and in consideration of the above recitals and the mutual understandings hereinafter set forth the Parties agree as follows:

**Section 1. Department of the County.**

**A. Administration.** The public transportation system contemplated by this Agreement shall be operated as a department of the County subject to County management, budget and financial management, administration, personnel and procurement requirements. The County will appoint an individual to serve as a "Department Head" to manage and administer the public transportation system. The Department Head will work at the direction of the County Administrator to coordinate the following: (i) administrative work in supervising and directing the activities and personnel involved with the public transportation system; (ii) preparation of budget estimates of anticipated expenditures and needs; (iii) assignment of personnel and equipment to such duties and uses as the public transportation system requires; (iv) evaluation of

the need for, and requisitions of, new personnel, equipment and materials; and (vi) related work and duties as specified by the County Administrator.

**B. Employees.** The County may employ individuals as County employees to work and to operate the public transportation system. Any paid personnel shall report to the Department Head.

## **Section 2. Advisory Board.**

**A. Creation and Administration.** The County and the City shall establish an advisory board to be known as the Greenville/Emporia Public Transportation Advisory Board ("GEPTAB"). There shall initially be eight (8) members of GEPTAB, consisting of the following: one representative of the County, one representative of the City, one representative of the Greenville/Emporia Department of Social Services, one representative of District 19 Community Services Board, one representative of the Emporia/Greenville Chamber of Commerce, one representative of the YMCA, one representative of the Southside Virginia Community College and one representative of the Virginia Employment Commission. The members shall be appointed by the County upon the recommendations of the County Administrator and City Manager. GEPTAB may: (i) elect to nominate and appoint a member to serve as chairperson and (ii) establish reasonable policies concerning the operation and function of the advisory board.

### **B. Duties and Responsibilities.** GEPTAB shall:

- i. make recommendations regarding the level and type of public transportation service to be provided within the City and County;
- ii. evaluate the operation of the public transportation system;
- iii. coordinate public engagement and participation;
- iv. perform other duties as may be assigned by the County and the City.

## **Section 3. Funding.**

### **A. Anticipated Sources of Funding.**

i. **Federal Funds.** Federal funds are those funds provided for capital, operating or administrative assistance which originate from appropriations of the federal government and are provided to Commonwealth of Virginia or directly to the County or City for support of the public transportation system.

ii. **Virginia Funds.** Virginia funds are those funds provided to the County or the City for capital, operating or administrative assistance by the Commonwealth of Virginia or an agency thereof for support of the public transportation system.

iii. **Local Funds.** Local funds are those funds provided by the County or City and/or from a dedicated local tax source for support of the public transportation system.

**B. Cooperation.** The County and the City shall cooperate in applying for all available future grants funding to support the public transportation system.

**C. Grant Requirements.** The County and the City agree that this Agreement shall be subject to any restrictions or obligations of any federal, state or local grant funding.

#### **Section 4. Costs.**

##### **A. Anticipated Costs:**

i. **Administrative Costs.** Administrative costs are those costs associated with the personnel who directly support the public transportation system, including, but not limited to: (i) wages and fringe benefits, (ii) expenses related to their positions, (iii) legal and audit professional services directly related to the operation of the public transportation system, (iv) expenses associated with the annual budget, appropriation, and reconciliation processes, (v) an overhead factor for administration of the grant requests, and (vi) any other general expense which the County reasonably designates as an administrative cost.

ii. **Capital Costs.** Capital costs are all costs including, but not limited to: (i) the acquisition of items such as real estate, facilities, vehicles and equipment with an anticipated useful life of over one (1) year, (ii) major planning and engineering studies which may result in large capital expenditures, construction of new facilities or improvements of existing facilities and (iii) any other items which qualify for federal and/or Virginia financial capital grant assistance.

iii. **Operating Costs.** Operating costs are those costs associated with operation of the public transportation system, including but not limited to: (i) direct costs which can be identified with a particular transportation mode such as operator wages and benefits, fuel and maintenance materials, and insurance, (ii) costs of services shared by multiple forms of transportation such as maintenance employee wages and fringes, facility upkeep, utilities, insurance, marketing, communications, accounting and training, and (iii) other incidental costs related to the performance of the public transportation service which do not fall into the categories of administrative or capital costs.

**B. Net Local Cost.** The "Net Local Cost" will be determined on an annual basis and shall be based on the consideration of all funding sources, revenue sources, all administrative, capital and operating costs, and all requirements for local matching funds in the grant programs.

### **C. Allocation of Costs.**

- i. For the first three (3) years of operation of the public transportation system, the County and the City shall each pay fifty percent (50%) of the Net Local Cost.
- ii. The County shall maintain the finances of the public transit system within a separate fund designated as "Fund 8."
- iii. The County shall provide a report to the City by February 1 of each year estimating the total revenues, administrative, capital and operating costs, and Net Local Cost for the next fiscal year. The County and the City will cooperate in resolving any budgeting issues.
- iv. The County shall submit an invoice to the City for the City's share of the Net Local Cost on or before July 15 of each year. The City shall remit payment to the County within thirty (30) days of receipt of the invoice.
- v. During the initial three (3) year period and each year thereafter during this Agreement, the County shall collect statistics regarding the Origin of Ridership. For purposes of this Agreement, Origin of Ridership shall be the jurisdiction in which a rider first enters a vehicle operated pursuant to this Agreement.
- vi. The Origin of Ridership (County or City) will become the basis of sharing the Net Local Cost between the City and the County.
- vii. Beginning in year four (4) and continuing thereafter each year during this Agreement, the City and County will each pay Net Local Costs based on the rolling three (3) year average of Origin of Ridership.
- viii. By way of example only and not as a limitation, in the event that the three (3) year average yields statistics that the Origin of Ridership is 60% from the County and 40% from the City, then the County shall be responsible for paying 60% of the Net Local Cost for year 4 and the City shall be responsible for paying 40% of the Net Local Cost for year 4.

### **Section 5. Revenues.**

#### **A. Anticipated Operations Revenues:**

- i. Operations revenues shall include grant funding from the Virginia Department of Rail and Public Transportation and all other available grant sources.
- ii. **Passenger Revenue.** "Passenger Revenue" is any money received directly or indirectly as a fare for the transportation of a person or persons on regularly scheduled routes.

iii. **Charter Revenue.** "Charter Revenue" is any money received for the purpose of providing transportation services to the purchaser for the purchaser's exclusive use and at the purchaser's direction.

iv. **Non-Transportation Revenues.** "Non-Transportation Revenues" are those monies received which do not relate directly to operating the public transportation system (e.g. advertising).

**B. Allocation of Revenues.** All revenues generated by the operation of the public transportation system shall be collected by the County and used to offset all costs.

**Section 6. Ability to Contract.** The County and the City may contract with a third party provider for the provision of the public transportation services contemplated under this Agreement. Such contract shall require such terms and requirements as deemed reasonably necessary by the County.

**Section 7. Duration and Termination.**

**A.** This Agreement shall continue until (i) terminated by either Party as set forth herein, or (ii) the unavailability of sufficient grant funding to support the public transportation system as determined by the County and the City.

**B.** A termination of this Agreement by either Party will require a minimum of twelve (12) months' written notice from the terminating Party to the nonterminating Party.

**C.** In the event this Agreement is terminated for any reason, the County may, in the County's sole discretion, continue to operate a public transportation system serving locations in the City.

**Section 8. Distribution of Property Upon Termination.** Upon the termination of this Agreement, unless the entire operation is transferred to another operator, the property acquired by the County and the City for the operation of the public transportation system shall be distributed proportionately to the County and the City. If necessary, the value of all property will be determined by an independent appraisal for the ultimate distribution of property. Any revenues collected by the County and on deposit in at the time of termination and after the payment of all outstanding expenses, shall be distributed proportionately to the City and the County.

**Section 9. Entire Agreement.** This Agreement represents the final agreement of the Parties regarding the matters addressed herein, and any preexisting agreements to the contrary are superseded by the terms and conditions hereof.

**Section 10. Notices.** All requests, notices and other communications required or permitted to be given under this Agreement shall be in writing and delivered personally or sent by electronic means, by nationally recognized express-type courier service requiring delivery receipts, or postage prepaid by U. S. Mail, return receipt requested, as follows:



If to County: 1781 Greenville County Circle  
Emporia, Virginia 23847  
**Attention: County Administrator**

With a copy to: Greenville County  
1781 Greenville County Circle  
Emporia, Virginia 23847  
**Attention: County Attorney**

If to City: 201 S. Main Street  
P.O. Box 511  
Emporia, Virginia 23847  
**Attention: City Manager**

With a copy to: 201 S. Main Street  
P.O. Box 511  
Emporia, Virginia 23847  
**Attention: City Attorney**

Notices shall be deemed received by the addressee on the day of actual receipt unless such day is not a business day (i.e., Monday through Friday, excluding holidays recognized by the Commonwealth of Virginia or the government of the United States), in which case such notice shall be deemed to have been received on the next business day. However, if such notice is received after 5:00 pm on a business day it shall be deemed delivered the next business day. Changes of address or addressees for notice shall comply with this Section.

**Section 11. Enforcement.** Each Party is entitled to enforcement of this Agreement against every other Party. The Parties agree that certain breaches of the Agreement will cause irreparable harm, not remediable by the award of monetary damages. The obligations of any and all Parties may be enforced by injunction or by a suit for specific performance, so long as the Party seeking to enforce such obligations has (i) substantially completed the performance of his, her, or its obligations under this Agreement or (ii) has begun performance of the same such that failure to enforce the obligations of the other Party would work a hardship on the Party seeking enforcement that is not wholly remediable by monetary damages.

**Section 12. No Waiver.** The waiver by any Party of any failure on the part of any other Party to perform any of its obligations under this Agreement shall not be construed as a waiver of any future or continuing failure or failures, whether similar or dissimilar thereto.

**Section 13. Dispute Resolution.** In the event of any dispute between or among the Parties arising out of or in connection with this Agreement, the Parties shall attempt, promptly and in good faith, to resolve any such dispute. If the Parties are unable to resolve such dispute within a reasonable time (not to exceed ninety (90) days), then any Party may submit such dispute to non-binding mediation. Each Party shall bear its own expenses in connection with the

mediation and share equally the fees and expenses of the mediator. If the dispute cannot be resolved through mediation within a reasonable time, then the parties shall be free to pursue any right or remedy available to them under applicable law.

**Section 14. Governing Law.** This Agreement, and all amendments and modifications hereof, and all documents and instruments executed and delivered pursuant hereto or in connection herewith, shall be governed by and construed and enforced in accordance with the internal laws and codes of the Commonwealth of Virginia, without regard to its principles of conflict of laws.

**Section 15. Limitation of Liability.** Notwithstanding anything to the contrary in this Agreement, whether as a result of breach of agreement or tort, including negligence, strict liability or otherwise, neither Party hereto shall be liable for indirect, special, incidental, punitive, consequential, or exemplary damages, including loss of profits or revenue, loss of use, cost of capital, down time costs, loss of opportunity, loss of goodwill and/or claims of customers of the other Party for such damages, and each Party hereby waives any right to the same and releases the other Party for such damages.

**Section 16. Rules of Construction.** Each Party has reviewed and discussed this Agreement with counsel and agrees that this Agreement shall not be construed by applying any rule of construction providing for interpretation against the drafting Party.

**Section 17. Severability.** In the event that any provision of this Agreement or the documents and instruments contemplated hereby is held by a court of competent jurisdiction to be invalid, prohibited or unenforceable for any reason, the Parties shall negotiate in good faith and agree to such amendments, modifications or supplements of or to this Agreement to give effect to the intentions of the Parties to the maximum extent practicable. The other terms of this Agreement shall remain in full force and effect.

**Section 18. Recitals.** The recitals are hereby incorporated in this Agreement by reference.

**Section 19. Counterparts.** The Parties may sign this Agreement in counterparts with the same effect as if all signing Parties signed the same document. All counterparts shall be construed together and constitute one and the same Agreement.

*[signature page follows]*

**WITNESS** the following signatures and seals:

**GREENSVILLE COUNTY, VIRGINIA**

By: \_\_\_\_\_

Name: Peggy R. Wiley

Title: Chairman, Board of Supervisors

Approved as to form:

By: \_\_\_\_\_  
Counsel

**CITY OF EMPORIA, VIRGINIA**

By: \_\_\_\_\_

Name: Mary Person

Title: Mayor

Approved as to form:

By: \_\_\_\_\_  
Counsel

**LEASE AGREEMENT BY AND AMONG  
GREENSVILLE COUNTY, CITY OF EMPORIA AND THE  
FAMILY VIOLENCE AND SEXUAL ASSAULT UNIT**

This LEASE AGREEMENT ("Lease") is made this \_\_\_\_ day of \_\_\_\_\_, 2016, by and among **GREENSVILLE COUNTY**, a political subdivision of the Commonwealth of Virginia (the "County"), **CITY OF EMPORIA**, a political subdivision of the Commonwealth of Virginia (the "City" and when referred to collectively with the County, the "Landlord"), and the **FAMILY VIOLENCE AND SEXUAL ASSAULT UNIT**, a department of the City of Emporia ("Tenant"). The Landlord and Tenant may be referred to singularly as a "Party" and collectively as the "Parties."

**RECITALS**

1. The Tenant is a department of the City of Emporia and is funded by State and local grants to the City. The Tenant provides services to the residents of the County, City, Brunswick County and Sussex County.
2. The County and the City jointly own property located at 320 South Main Street, Emporia, Virginia, commonly referred to as the Phoenix Building.
3. The Parties desire to make new facilities available for the Tenant on the third floor of the Phoenix Building. The new facilities will require the construction of improvements anticipated to cost approximately \$75,000.
4. The Parties have agreed that the Tenant shall pay rent and the rent shall be paid to the County until such time as it has recovered the cost of constructing the needed improvements.

**AGREEMENT**

The Landlord, in consideration of the premises and the mutual covenants, conditions and undertakings of the parties hereto, does hereby lease and demise unto the Tenant, and the Tenant does hereby hire and take from Landlord, approximately 1,500 square feet located on approximately one-half of the third floor of the building located at 320 South Main Street, Emporia, Virginia 23847 (the "Demised Premises") and commonly referred to as the Phoenix Building bearing Tax Map Parcel Number 182-A-0-4 (the "Property").

1. Term.

(a) The term of this Lease shall be for five (5) years beginning on the completion of the Landlord's Work (the "Commencement Date"), and ending on the date that is five years after the Commencement Date (the "Termination Date") (the "Initial Term"). Landlord shall deliver possession of the Demised Premises to Tenant on the Commencement Date.

(b) Unless Landlord or Tenant gives written notice of its intent to terminate the Lease at least 180 days prior to the Termination Date, the Tenant shall have the option to renew this Lease for up to two (2) successive five (5) year terms (each a "Renewal Term"), subject to the Parties mutual agreement of acceptable terms for such Renewal Term. During any Renewal Term, either Party, by giving written notice to other party not less than sixty (60) days prior to the end of any Renewal Term. Except where the context clearly requires otherwise, "Term" shall be construed to include the original Term and any Renewal Term.

2. Rent.

(a) For each year of the Initial Term, the Tenant shall pay an annual rent in the sum of twenty-one thousand six hundred dollars (\$21,600), payable in twelve (12) monthly installments of one thousand eight hundred dollars (\$1,800), in advance of the first day of each calendar month. The first and last month's rent shall be pro-rated if the Commencement Date or the Termination Date is other than the first day or the last day of the month, as the case may be.

(b) The Tenant will pay the rent without setoff or demand to the County or to such other place as the County may designate in writing to Tenant. The entirety of the rent payment shall be retained by the County until such time as it has recovered the costs of the Landlord's Work. A late charge of five percent (5%) of the amount due shall be imposed on all rents not received by the fifth business day of the month in which they are due.

(c) The rent shall be allocated as follows:

- (i) Ten percent for the administrative cost of administering the lease (\$180 per month for Initial Term).
- (ii) Twenty percent for janitorial services and routine maintenance (\$360 per month for Initial Term).
- (iii) Seventy percent for the recovery of the costs of the Landlord's Work and any capital expenses associated with the Demised Premises (\$1,260 per month for Initial Term).

3. Improvements/Construction; Condition of Demised Premises; and Alterations by Tenant.

(a) The County shall, at its sole cost and expense, improve the Demised Premises in accordance with provisions contained in Exhibit A attached hereto (the "Landlord's

Work”), and Landlord shall deliver full physical possession of the Demised Premises (with keys) to Tenant upon completion of Landlord’s Work and prior to the Commencement Date. Landlord shall perform Landlord’s Work in accordance with all laws including, without limitation, the building code of the jurisdiction in which the Demised Premises is located and all requirements of the Americans with Disabilities Act.

(b) Upon completion of the Landlord’s Work, Tenant will inspect the Demised Premises and accepts them “as is” on the Commencement Date.

(c) Tenant may, at its sole cost and expense, from time to time during the Term make any alterations, additions or improvements to the Demised Premises that Landlord has approved in advance, in writing. Tenant shall submit, with its request for approval, plans and specifications showing in reasonable detail the proposed alterations, additions or improvements. Landlord shall not unreasonably withhold, delay or condition its approval of any requested alteration, addition or improvement. All approved construction shall be done in a good and workmanlike manner using first-class building materials in accordance with all applicable codes and regulations. Tenant shall be under no obligation to restore or remove at the expiration of the Term any such changes approved in advance in writing by Landlord; however, all permanent improvements so constructed by Tenant shall belong to Landlord and shall become part of the Demised Premises.

(d) In the event the Tenant defaults on its obligation to pay rent, the City shall be responsible for paying the County fifty percent (50%) of the portion of the actual cost of the Landlord’s Work paid by the County that the County has not recovered through the receipt of rent payments from the Tenant.

4. Use. Tenant may during the Term, unless otherwise expressly approved by the Landlord, use the Demised Premises only as professional and public offices.

5. Bathrooms/Common Areas. The Tenant shall have the right to use the bathrooms in the common area of the third floor.

6. Maintenance and Repairs.

(a) Landlord shall, subject to Tenant’s obligations pursuant to Section 6(c), maintain in good condition, repair and replace (when necessary) all portions of the Demised Premises including, without limitation, the roof (including all components and systems thereof), walls, all structural members and components, floor slabs, subfloors and foundations of the Demised Premises, the heating ventilation and air conditioning systems (“HVAC”), and fire sprinkler systems which service the Demised Premises. Landlord shall not be responsible for HVAC repairs necessitated by the negligence of Tenant. In addition, Landlord shall repair, maintain and replace (when necessary) all electric, water, and sanitary or storm sewer systems required to provide the Demised Premises with utilities. Costs and expenses incurred by Landlord in effecting its maintenance, repair and replacement obligations under this Section shall be borne solely by Landlord.

(b) Landlord covenants and agrees that it shall furnish without additional charge the following services:

- (i) janitorial services in the Demised Premises;
- (ii) snow removal; and
- (iii) routine maintenance.

Tenant hereby acknowledges and agrees that Landlord shall not be liable in any way for any damage or inconvenience caused by the cessation or interruption of such heating, air conditioning, water, landscaping, janitorial, or snow removal service occasioned by acts of force majeure or other causes beyond Landlord's control and Tenant shall not be entitled to any abatement of rent by reason thereof.

(c) Tenant shall, at Tenant's expense, keep the interior of the Demised Premises in good, clean, and safe condition during the Term and clean, maintain and repair the interior exposed surfaces in the Demised Premises, including floor and wall coverings and the interior surface of windows. Tenant may install such equipment as shall be necessary to provide telephone, internet, and cable service to the Demised Premises.

(d) Notwithstanding the provisions of subparagraph (a) and (b) above, Tenant shall be responsible for any maintenance, repairs or replacements required on account of damages caused by Tenant or its licensees or invitees.

7. Utilities. There is no separate metering for electrical, water and sewer service for the third floor of the Phoenix Building. The charges for electricity, water, and sewer service for the Demised Premises shall be paid through the payment of the building metered charges. The Tenant shall not be responsible for paying the charges for electrical, water, and sewer service. The Tenant shall, at its sole cost and expense, be responsible for telephone, cable, and internet services for the Demised Premises.

8. Inspections by Landlord. Landlord may enter the Demised Premises at any reasonable time after reasonable prior notice to Tenant (or without prior notice in the event of an emergency), to inspect the condition of the Demised Premises, to perform any maintenance or repairs which are Landlord's obligation, and to assure compliance by Tenant with laws, regulations, and other directions of governmental authorities or insurers. Any inspections or work done by Landlord shall be performed so as to cause the minimum practicable interference with Tenant's normal operations in the Demised Premises.

10. Insurance.

(a) **Property Insurance:** Landlord shall pay the cost of keeping the Property insured under a policy of commercial property insurance, in an amount equal to its full insurable replacement cost.

(b) **Liability Insurance:** Tenant shall, at Tenant's sole cost and expense, maintain a policy of commercial general liability insurance through the City of Emporia.

11. Compliance with Laws. Tenant shall comply with all federal, state and local laws, regulations and ordinances, and all rulings and orders of any duly constituted authority affecting or respecting the Demised Premises, or the use or occupancy of same, including the services at any time transacted there by Tenant.

12. Trade Fixtures. All trade fixtures, movable furniture, and equipment owned by Tenant and placed or installed by Tenant on the Demised Premises shall remain the property of Tenant and shall be removable at the expiration or earlier termination of this Lease, provided (i) that Tenant shall not at such time be in default under this Lease and (ii) that in the event of such removal, Tenant shall promptly repair any damage caused by such removal.

13. Assignment and Subletting. Tenant may neither sublet any portion or all of the Demised Premises nor assign this Lease, in whole or in part, without the prior written consent of Landlord in each instance.

14. Subordination.

(a) The rights of Tenant under this Lease shall be subject and subordinate to the lien of any mortgage, deed of trust or security agreement now or hereafter placed upon the Demised Premises or the Property and to all renewals, modifications, and extensions thereof, provided, however, that with respect to any mortgage, deed of trust, or security agreement placed on the Demised Premises after the date of this Lease, such subordination shall be conditioned upon the mortgagee, beneficiary, or secured party named in said mortgage, deed of trust, or security agreement agreeing, in an instrument reasonably acceptable to Tenant, to recognize the interest of Tenant under this Lease in the event of foreclosure, if no default has occurred and is continuing at the time of foreclosure; Tenant agrees within twenty (20) days of written request from Landlord to execute and deliver such acceptable instruments subordinating this Lease to the lien of any such mortgage, deed of trust or security agreement as shall be requested by Landlord and/or any mortgagee, proposed mortgagee or holder of any security agreement. Notwithstanding anything set out in this Lease to the contrary, in the event the holder of any mortgage or deed of trust elects to have this Lease superior to its mortgage or deed of trust, then, upon Tenant being notified to that effect by such encumbrance holder, this Lease shall be deemed prior to the lien of said mortgage or deed of trust, whether this Lease is executed prior to or subsequent to the date of said mortgage or deed of trust. Said subordination shall not require the agreement or consent of Tenant.

(b) From and after the Commencement Date, Tenant shall, at any time and from time to time, upon not less than ten (10) days' prior written notice from Landlord, execute, acknowledge and deliver to Landlord a written statement certifying: (i) that this Lease represents the entire agreement between Landlord and Tenant, and is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect); (ii) the dates to which the Rent and other charges are paid in advance, if any; (iii) the Commencement Date and expiration date of the Lease term; (iv) whether Tenant has assigned or transferred this Lease or any interest of Tenant therein; and (v) that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord



hereunder and that Tenant has no right of offset, counterclaim or deduction against Rent, or specifying such defaults if any are claimed together with the amount of any offset, counterclaim or deduction alleged by Tenant. Any such statement may be relied upon by any prospective purchaser or lender.

15. Destruction of Premises. In case of damage by fire or other casualty to the Property or the Demised Premises, without the fault of the Tenant or its invitees, if the damage is so extensive as to amount practically to the total destruction of the Demised Premises, this Lease will terminate, and the rent will be apportioned to the time of the damage. In all other cases where the Demised Premises is damaged by fire or other casualty without the fault of the Tenant, the Landlord will repair the damage with reasonable dispatch, and if the damage has rendered the Demised Premises untenantable, in whole or in part, there will be a pro-rata reduction of rent based on the untenantable portion until the damages has been repaired. In determining what constitutes reasonable dispatch, consideration will be given to delays caused by strikes, adjustment of insurance, and other causes beyond the Landlord's control. If the Landlord determines that more than one hundred twenty (120) days are required from the time of damage to repair the Demised Premises, either Party will have the right to terminate this Lease upon written notice to the other Party.

16. Default and Remedies.

(a) Should Tenant (i) fail to pay the rent or any additional rent within five (5) days after written notice from Landlord that the rent or additional rent is due and unpaid; or (ii) fail to perform any of its other obligations hereunder within thirty (30) days after written notice from Landlord of such nonperformance, then Tenant shall be in default hereunder; provided, however, that in the event performance of any such obligation (other than payment of money) may not reasonably be completed within thirty (30) days and Tenant has in good faith begun performance of such obligation within such 30-day period following notice from Landlord and is continuing to use reasonable efforts to effect full performance of such obligation, then Tenant shall not be in default hereunder unless and until Tenant fails to continue such performance in good faith.

(b) Upon the occurrence of a default by Tenant hereunder, Landlord shall have the right, upon ten (10) days' notice in writing to the Tenant of its intention to do so, to declare this Lease terminated, and upon the expiration of said ten (10) days' notice, the Landlord shall have the right to take possession of the Demised Premises and to collect from Tenant such damages as Landlord shall have suffered as a result of Tenant's default. Landlord may also, without terminating this Lease, take possession of and, at its option, seek to relet the Demised Premises, on such terms and conditions and for such rent as Landlord shall, in its sole discretion, deem suitable, and Tenant shall continue to pay rent hereunder until the Demised Premises are relet, and thereafter Tenant shall pay any amount by which the rent payable hereunder exceeds the rent collected by Landlord from any new tenant. The remedies set forth in the preceding two (2) sentences shall not, however, be exclusive, and Landlord shall, in the event of Tenant's default, have all other remedies available to it at law or in equity.

17. Notices. All notices required or permitted under this Lease shall be deemed to be properly served only (unless otherwise specifically provided in another provision of this Lease)

if in writing and mailed by certified or registered mail with return receipt requested, to Landlord at the address set forth below and to Tenant at the Demised Premises, or to any different address which either may subsequently so designate for this purpose. A notice shall be deemed given hereunder three (3) days after the date on which such notice is deposited in a post office of the United States Postal Service.

To Landlord: 1781 Greenville County Circle  
Emporia, Virginia 23847  
Attn: County Administrator

To County: 1781 Greenville County Circle  
Emporia, Virginia 23847  
Attn: County Administrator

To City: 201 South Main Street  
Emporia, Virginia 23847  
Attn: City Manager

To Tenant (during Term): 320 South Main Street, Third Floor  
Emporia, Virginia 23847  
Attn: Director

18. Waiver. No delay or failure of either Party to exercise any right hereunder, or to insist upon the strict compliance with the terms and provisions hereof, shall constitute a waiver of any right hereunder or a waiver of the right thereafter to insist upon strict compliance with the terms and provisions thereof.

19. Successors and Assigns. The provisions of this Lease shall bind and inure to the benefit of the Parties hereto, their successors and their permitted assigns.

20. Governing Law; Interpretation. The interpretation, construction and performance of this Lease shall be governed by the laws of the Commonwealth of Virginia. The captions are used only as a matter of convenience and are not to be considered a part of this Lease as such. Each party to this Lease has been represented by counsel.

21. Dispute Resolution. Any dispute or claim between the parties arising out of shall be finally determined by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association to be conducted in the County of Emporia, Virginia or the City of Emporia, Virginia with an arbitrator to be selected by the Parties. Each Party shall bear its own expenses of preparing for and participating in connection with the arbitration, including legal fees and the parties shall equally share all legal fees of the arbitrator.

22. Entire Agreement; Amendment. This Lease contains the entire agreement of the parties, and no prior or contemporaneous negotiations, representations, inducements, promises or agreements, oral or otherwise, not embodied herein, shall be of any force or effect. No purported

amendment or modification of this Lease shall be enforceable unless in writing and signed by both Landlord and Tenant.

*[signature page follows]*

**IN WITNESS WHEREOF**, this Lease has been duly executed as of the day and year first above written.

**LANDLORD:**

**GREENSVILLE COUNTY**, a political  
subdivision of the Commonwealth of Virginia

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title:

Approved as to form:

By: \_\_\_\_\_

Name:

Title: Counsel

**CITY OF EMPORIA**, a political subdivision of  
the Commonwealth of Virginia

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title:

Approved as to form:

By: \_\_\_\_\_

Name:

Title: Counsel

TENANT:

**FAMILY VIOLENCE AND SEXUAL  
ASSAULT UNIT**, a department of the City of  
Emporia

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Authorized Representative

**EXHIBIT A**  
**LANDLORD'S WORK**

[see attached]